

Remarks

Claims 1-21 and 24-73 are pending.

Claims 22 and 23 have been canceled, without prejudice.

Applicants' Response to the Examiner's Response to Arguments

On page 3, first paragraph of the Office Action, the Examiner states that Applicants are "not positively claiming rental contract". In response, the evidence of record consistently supports Applicants' position that the recited claim term "rental agreement" *means the same as* "rental contract," which is legally binding on the parties entering into it.

Next, in that same paragraph, the Examiner cites Black's Law Dictionary's definition (p. 62) of the term "agreement":

Although often used as synonymous with "contract", agreement is a broader term; *e.g.* an agreement might lack an essential element of a contract.

Here, there are three important portions of that definition to consider. First, the citation supports Applicants' position that "rental agreement" means the same as "rental contract" since it clearly states that the term "agreement" is "often used as synonymous with 'contract'".

Second, the citation's use of "might lack" clearly contemplates that the term "agreement" may have all of the essential elements of a contract.

Third, the Examiner points to the statement that "an agreement might lack an essential element of a contract" and states that "for an agreement (meeting of minds) to become a contract, there should be acceptance of the proposal."

Except for the fact that the claim term is "rental agreement," this clearly supports Applicants' position. For example, Claim 1 recites, in pertinent part: "creating and displaying a *rental proposal* based upon said reservation and said rental-related information; *accepting said rental proposal online*; and *displaying a rental agreement based upon said accepted rental proposal*." This recital makes clear that there is a rental proposal, that the rental proposal is accepted online, and that a rental agreement is displayed "based upon the accepted rental proposal". Hence, the context of the claim makes clear that there is acceptance of the rental proposal and that the term "rental agreement" is one and the same with "rental contract".

Claim terms are presumed to have the ordinary and customary meanings attributed to them by those of ordinary skill in the art. *Sunrace Roots Enter. Co. v. SRAM Corp.*, 336 F.3d 1298, 1302, 67 U.S.P.Q.2d 1438, 1441 (Fed. Cir. 2003). The proper focus

for the meaning of a claim term is the ordinary and customary meaning attributed to it by those of ordinary skill in the relevant art. It is respectfully submitted that a claim term is not presumed to have all possible meanings attributed to it by an Examiner or by Black's Law Dictionary.

During patent examination, the pending claims must be given their broadest "reasonable" interpretation consistent with the specification. *In re Hyatt*, 211 F.3d 1367, 1372, 54 U.S.P.Q.2d 1664, 1667 (Fed. Cir. 2000). The broadest reasonable interpretation of the claims must also be consistent with the interpretation that those of ordinary skill in the art would reach. *In re Cortright*, 165 F.3d 1353, 1359, 49 U.S.P.Q.2d 1464, 1468 (Fed. Cir. 1999).¹

The Court of Appeals for the Federal Circuit has made clear that:

[i]mportantly, the person of ordinary skill in the art is deemed to read the claim term not only *in the context of the particular claim in which the disputed term appears*, but *in the context of the entire patent, including the specification*. ... It is the person of ordinary skill in the field of the invention through whose eyes the claims are construed. Such person is deemed to read the words used in the patent documents with an understanding of their meaning in the field, and to have knowledge of any special meaning and usage in the field. The inventor's words that are used to describe the invention—the inventor's lexicography—must be understood and interpreted by the court as they would be understood and interpreted by a person in that field of technology. Thus the court starts the decisionmaking process by reviewing the same resources as would that person, viz., the patent specification and the prosecution history.

* * *

Because the meaning of a claim term as understood by persons of skill in the art is often not immediately apparent, and because patentees frequently use terms idiosyncratically, the court looks to "those sources available to the public that show what a person of skill in the art would have understood disputed claim language to mean." ... Those sources include "*the words of the claims themselves, the remainder of the specification*, the prosecution history, and extrinsic evidence concerning relevant scientific principles, the meaning of technical terms, and the state of the art."

¹ In *Cortright*, the Board's construction of the claim limitation "restore hair growth" as requiring the hair to be returned to its original state was held to be an incorrect interpretation of the limitation. The court held that, consistent with applicant's disclosure and the disclosure of three patents from analogous arts using the same phrase to require only some increase in hair growth, one of ordinary skill would construe "restore hair growth" to mean that the claimed method increases the amount of hair grown on the scalp, but does not necessarily produce a full head of hair. *Cortright*, 165 F.3d at 1359, 49 U.S.P.Q.2d at 1468.

* * *

[J]udges are free to consult dictionaries and technical treatises at any time in order to better understand the underlying technology and may also rely on dictionary definitions when construing claim terms, *so long as the dictionary definition does contradict any definition found in or ascertained by a reading of the patent documents.*

Phillips v. AWH Corp., 415 F.3d 1303, 1314, 1322-23, 75 U.S.P.Q.2d 1321, 1326-27, 1334 (Fed. Cir. 2005) (*emphasis added*).

The above makes crystal clear that the Examiner's position (based upon Black's Law Dictionary's definition of the single word "agreement" as opposed to properly construing the claim term "rental agreement" through the eyes of the "person of ordinary skill in the field of the invention") has not: (1) read the claim term "rental agreement" in the context of the words of Applicants' claims; and (2) read the claim term "rental agreement" in the context of the entire application, including the specification.

Again, the person of ordinary skill in the field of the invention through whose eyes (not the Examiner's eyes or Black's Law Dictionary's "eyes") the claims are construed, would consider the term "rental agreement" to be one and the same as "rental contract".² As to the first point, when construing the claim term "rental agreement," Black's Law Dictionary's definition of "agreement" being synonymous with "contract" does not contradict any definition ascertained by a reading of the Application. Applicants' claim language, for example, makes clear that such a construction is proper since there is a rental proposal, the rental proposal is accepted online, and a rental agreement is displayed "based upon the accepted rental proposal". However, it is respectfully submitted that the Examiner's use of the Black's Law Dictionary definition of "agreement" lacking an essential element of a contract (*i.e.*, acceptance of a proposal) is clearly in error without considering the context of the words of Applicants' claims.

As to the second point, in considering the meaning of "rental agreement" in the context of the entire Application, including the specification and the drawings, Applicants' specification, at page 26, lines 32-33, in connection with Figure 6L, clearly recites (*emphasis added*) that "[t]he web page 484 further includes a "Print" button 510 to permit the customer to print the final *rental agreement*." Moreover, as clearly shown in

² See, for example, *Hertz* (pp. 5 and 34) (*emphasis added*), which favors the term "rental agreement" when clearly contemplating a printed "rental contract" ("... when the car is used in accordance with all terms and conditions of the *rental agreement*.").

Figure 6L (*emphasis added*), the very same button 510 states “print *contract*”. Furthermore, Applicants’ dictionary definition (of record) confirms Applicants’ claim construction in view of the Application. Under this claim construction, which is through the eyes of the person of ordinary skill³ in the field of the invention, a “rental agreement” is one and the same as a rental contract which is legally binding on the parties entering into it.

At page 3, second and third paragraphs of the Office Action, the Examiner responds to Applicants’ argument that unlike the refined recital of Claim 1 (*emphasis added*) (“accepting said *rental* proposal online” and “displaying a *rental agreement* based upon said accepted *rental proposal*”), “Hertz (pages 67-69) teaches or suggests making a reservation online.”⁴

Hertz (page 5) makes clear that it provides its “reservation” “at time of reservation”. Clearly, Hertz contemplates an online reservation.

Hertz (page 5) (*emphasis added*) makes clear that there is a “rental agreement” “at the time and place of rental”. Hence, in Hertz, a rental agreement only occurs later, when not online, at the time (*i.e.*, “Pickup Date” and “Pickup Time” of Hertz, page 21) and place (*e.g.*, “Airport/OAG Code” of Hertz, page 21) of the rental.

Although Hertz (pages 33, 67-69) and Avis both disclose that a user may make and secure a reservation online, a rental agreement is not taught or suggested until “at the time and place of rental,” which does not occur online. The “terms and conditions of online reservation of a car” add nothing about accepting a *rental* proposal online.

Clearly, Hertz and Avis, whether taken alone or in combination, do not teach or suggest accepting a *rental* proposal online, much less displaying a *rental agreement* based upon such accepted rental proposal.

At page 3, fourth and fifth paragraphs of the Office Action, the Examiner responds to Applicants’ argument that Hertz does not teach or suggest accepting a *rental* proposal online and displaying a *rental agreement* based upon such accepted rental proposal as recited, for example, by Claim 1.⁵ One reason that Hertz does not teach or suggest this

³ See footnote 2.

⁴ Applicants are clearly not “arguing a limitation not positively claimed” as is stated by the Examiner. Instead, Applicants are properly presenting arguments why the references do not teach or suggest Applicants’ claim recitals, namely, that they do not teach or suggest accepting a rental proposal online and displaying a rental agreement based upon such accepted rental proposal.

⁵ Again, Applicants are clearly not “arguing a limitation not positively claimed” as is stated by the Examiner. Instead, Applicants are properly presenting arguments why the references do not teach or suggest Applicants’ claim recitals.

recital is that there is no meeting of the minds between Hertz and the user as to exact price and to exact optional items associated with the reservation. Hence, there can be no display of a rental agreement (*i.e.*, “rental contract,” which is legally binding on the parties entering into it) based upon any accepted rental proposal.

At page 4, first and second paragraphs of the Office Action, the Examiner refers to Applicants’ arguments in connection with Claim 4, which recites “entering at least some of said rental-related information from a master rental agreement; and allowing modification of said information from the master rental agreement for rental of said item or service without modifying the master rental agreement.”⁶ Here, the Examiner relies upon Hertz (page 17) which discloses that “[i]f you’re a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your rental profile” to make a reservation. The Examiner, without support, argues that it is inherent that previously stored information is not modified when it is used to complete another transaction for that renter.

It is respectfully submitted that the Examiner improperly employs hindsight to reach this conclusion. Furthermore, the Examiner presents no argument to rebut Applicants’ position that there are only three possibilities in Hertz: (1) update your Hertz #1 Gold profile online and then make a reservation (clearly, this modifies the master rental agreement); (2) make a reservation using all of the information, including the credit card number, contained in the profile (clearly, this does not allow modification of information from a master rental agreement); and (3) make a reservation using some of the information contained in the profile and modify the profile (clearly, this modifies the master rental agreement). The Examiner has the burden of proof by a preponderance of the evidence. Applicants’ position is at least as plausible, if not more plausible, than that of the Examiner’s position.

At page 4, paragraphs three and four of the Office Action, the Examiner states that he is responding to Applicants’ argument that the cited references “do not teach rental terms and conditions in the rental proposal that is accepted online”. Here, the Examiner states that Applicants are “arguing a limitation no[t] positively claimed”.

⁶ Clearly, in Claim 4, “*entering* ... information from a master rental agreement; and *allowing modification* of said information from the master rental agreement ... *without modifying* the master rental agreement” is a positive recital.

Applicants' attorney is uncertain to which of Applicants' claims the Examiner is referring. In the previous Amendment, in connection with Claim 32⁷, it was stated (emphasis original) that:

Furthermore, Claim 32 recites displaying rental terms and conditions in the **rental** proposal that is accepted online. Hertz (page 67) discloses an unconfirmed reservation. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further distinguish over the references.

Clearly, here, Applicants are presenting arguments to the positively recited elements of Claim 32. If the Examiner has a different claim or argument in mind, then it is respectfully requested that the Examiner identify the claim number or the page and paragraph of the argument that is referenced by the Examiner.

At page 4, last paragraph continuing to page 5, first paragraph of the Office Action, the Examiner refers to Applicants' arguments in connection with Claim 41, which recites sending the **rental agreement** from the server system to the client system; and displaying the **rental agreement** at the client system. The Examiner takes the position that Applicants are claiming the "content" of the rental agreement that is being sent from the server system to the client system.

Applicants have never argued or asserted any claim to the "content" (e.g., words and numbers) of the recited rental agreement.

The references, which deal with online reservations and which (Avis (page 12)) review a reservation by keeping or canceling it, clearly do not teach or suggest sending a **rental agreement** from a server system to a client system, and displaying such **rental agreement** at a client system.

Claim Objections

The Examiner objects to Claim 22 on the ground of informalities.

While Applicants' attorney disagrees with the Examiner's position, in order to advance the Application to allowance at an early opportunity, Claim 22 has been canceled, without prejudice.

⁷ Claim 32 is the only claim in which the claim language or the Applicants' corresponding arguments include the phrase "rental terms and conditions in the rental proposal that is accepted online".

Rejections under 35 USC § 103(a)

The Examiner rejects Claims 1-5, 11-32, 36-60 and 62-64 as being unpatentable over Hertz in view of Avis.

Hertz (page 17) discloses that one can check the latest Hertz rates and instantly make, modify (page 22), or cancel (page 22) reservations online. See, also, Hertz (pages 62-69), which deals with the Hertz reservation process. A credit card number is required to secure all reservations. If you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your profile. Hertz (page 18) discloses a rate and general information screen. Hertz (page 27) discloses updating a Hertz #1 Gold Profile online.

Avis discloses a rates and reservations section of a web site by which a user can request a rate or make a reservation by clicking (Avis, page 7) on “Reserve This Car!” Avis, pages 8-10, show making a reservation. Avis, page 10, shows “Make A Reservation: Confirmation” including information calculated based on information provided. “An Avis-honored charge card or an Avis Cash Pre-payment ID Card is required at the beginning of the rental.”

The Examiner states that Hertz discloses a system and method for “completing a rental agreement online (Hertz asks users to secure reservation with a credit card) [page 68]”. The Examiner also states that Hertz teaches “accepting said rental proposal online [page 69]”. These statements are respectfully traversed as applied to the refined recital of Applicants’ claims.

The Examiner states that Hertz does not teach displaying a rental agreement based upon an accepted rental proposal.

The Examiner states that Avis discloses “displaying a rental agreement based upon [an] accepted rental proposal [page 10].” This statement is respectfully traversed as applied to the refined recital of Applicants’ claims.

Claim 1 recites, *inter alia*, a method for completing a rental agreement online comprising: entering reservation-related information and rental-related information for an item or service, the entering step entering: (a) the rental-related information without employing a master rental agreement, or (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the

reservation and the rental-related information; accepting the rental proposal online; and displaying a rental agreement based upon the accepted rental proposal.

As employed in the Application, the term “rental agreement” means the same as “rental contract,” which is legally binding on the parties entering into it. See Webster’s Third New International Dictionary, p. 43 (1993) (a true and correct copy of which is of record). See, also, the specification at page 15, line 13 (“accepted rental contract”); and Figure 6L (print contract 510); the specification at page 26, lines 32-33 (“Print” button 510 to “print the final rental agreement”).

Hertz (pages 67-69) teaches or suggests making a reservation online. Hertz (page 5) (emphasis added) makes clear the difference between its “reservation” “at time of reservation” and a “rental agreement” “at the time and place of rental”. Clearly, Hertz contemplates an online reservation. A rental agreement only occurs later, when not online, at the time (*i.e.*, “Pickup Date” and “Pickup Time” of Hertz, page 21) and place (*e.g.*, “Airport/OAG Code” of Hertz, page 21) of the rental. Although Hertz (pages 67-69) discloses that a user may make and secure a reservation online, a rental agreement is not taught or suggested until “at the time and place of rental,” which does not occur online.

Furthermore, the reservation of Hertz (pages 67-68) makes clear that “[a]pproximate rental charges are based on available information at time of reservation. Additional fees or surcharges may be applied at time of rental.” Even though parties intend to form a contract, if the terms of their agreement are not sufficiently definite or reasonably certain, no contract will be said to exist. See, *e.g.*, Ault v. Pakulski, 520 A.2d 703 (Me. 1987); Bishop v. Hendrickson, 695 P.2d 1313 (Mont. 1985); North Coast Cookies, Inc. v. Sweet Temptations, Inc., 16 Ohio App. 3d 342, 476 N.E.2d 388 (1984); Arrowhead Constr. Co. v. Essex Corp., 233 Kan. 241, 662 P.2d 1195 (1983); Almeida v. Almeida, 4 Haw. App. 513, 669 P.2d 174 (1983); Porter v. Porter, 637 S.W.2d 396 (Mo. App. 1982). It is, therefore, crystal clear that there cannot be any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

As to the Examiner’s position that Hertz teaches “accepting said rental proposal online [page 69],” that page (emphasis added) expressly teaches “[t]o confirm your reservation with your charge card”. Although the Examiner argued in a previous telephone interview that securing a reservation with a credit card would result in a hypothetical charge to the user if the user did not show up “at the time and place of rental,” it is submitted that

there is no specific teaching in Hertz as to this point. Even if this is true, although this is not admitted, as was indicated above, there is no meeting of the minds between Hertz and the user as to exact price and to exact optional items associated with the reservation. See, for example, page 67 of Hertz, which shows that the user and Hertz have not yet agreed upon liability insurance, loss damage waiver, and personal property insurance. Those are clearly material terms to a rental agreement. The cases are legion in which courts have held that an “agreement to agree” upon a material term is not a contract. See, e.g., Belitz v. Riebe, 495 So. 2d 775 (Fla. App. 1986); Gregory v. Perdue, Inc., 47 N.C. App. 655, 267 S.E.2d 584 (1980); Burgess v. Rodom, 121 Cal. App. 2d 71, 262 P.2d 335 (1953); Machesky v. City of Milwaukee, 214 Wis. 411, 253 N.W. 169 (1934); Sun Printing & Pub’g Ass’n v. Remington Paper & Power Co., 235 N.Y. 338, 139 N.E. 470 (1923). At best, the Examiner’s hypothetical charge is associated with making and securing a reservation online and failing to complete a rental agreement “at the time and place of rental,” which, as was discussed above, is not online.

It is submitted that Avis, which discloses (pages 2-5, 8 and 9) an online reservation and (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 1. Avis discloses a reservation confirmation rather than displaying a **rental agreement** based upon an **online** accepted rental proposal. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from display of a **rental agreement** based upon an **online** accepted rental proposal. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding displaying a rental agreement based upon an online accepted rental proposal as was asserted by the Examiner.

The Examiner concludes that it would have been obvious to modify Hertz as taught by Avis “to provide confirmation message to customer, allow customer to verify information and make changes to the reservation”. This, however, confirms the understanding that Avis merely teaches an online reservation confirmation. Later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Accordingly, Avis does not teach or suggest and adds nothing to Hertz regarding **displaying a rental agreement** based upon an online accepted rental proposal as was asserted by the Examiner.

Accordingly, for the above reasons, it is submitted that Claim 1 patentably distinguishes over the references.

Claims 2-5, 11-21, 24-32, 36 and 37 depend directly or indirectly from Claim 1 and patentably distinguish over the references for the same reasons.

Claims 2, 3, 5, 11-16, 20, 21, 25-31 and 37 are not separately asserted to be patentable except in combination with Claim 1 from which they directly or indirectly depend.

Furthermore, Claim 4 recites entering at least some of the rental-related information from a master rental agreement; and ***allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement***. Claim 4 depends from Claim 1 and includes all of the limitations thereof.

As to Claims 4 and 5, the Examiner, without any support, states that Applicants do “not positively claim element b of claim 1”. This statement is respectfully traversed as applied to Claims 4 and 5.

Claim 1 recites five (5) elements. The first of those elements recites entering reservation-related information and rental-related information for an item or service, the entering step ***entering***: (a) the rental-related information without employing a master rental agreement, ***or*** (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement. It is clear that Applicants positively recite ***entering*** “the rental-related information without employing a master rental agreement” ***or*** “at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement”.

Moreover, Claim 4 expressly recites:

***entering at least some of said rental-related information from a master rental agreement; and
allowing modification of said information from the master rental agreement for rental of said item or service without modifying the master rental agreement.***

In view of this express recital, it is submitted that it is clear error for the Examiner to state that the recital entering at least some of said “rental-related information from a master rental agreement” of Claim 4 “is not given any patentable weight”.

Clearly, Hertz does not teach or suggest the refined recital of entering reservation-related information and rental-related information for an item or service, in which an entering step enters at least some of such rental-related information from a master rental agreement and ***allows modification of information from such master rental agreement for***

rental of such item or service without modifying such master rental agreement; creating and displaying a rental proposal based upon a reservation and such rental-related information; accepting such rental proposal online; and displaying a rental agreement based upon such accepted rental proposal.

As set forth in the present specification at page 3, lines 2-6, known conventional reservation methods and systems do not permit a user to complete an online rental agreement with rental-related information that is different from that which is contained in the master rental agreement. As is also set forth in the present specification at page 31, line 32 through page 32, lines 6, under the invention, a user having a master rental agreement for business (or other) purposes may still employ some of the user profile information from that master rental agreement, and modify some of that profile information for a personal vehicle rental, without modifying the business-related master rental agreement.

Hertz (page 17) discloses that “[i]f you’re a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your rental profile” to make a reservation.

Hertz (page 27) discloses that “[i]f you’re a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use information (including the credit card number) contained in your rental profile” to make a reservation. Furthermore, Hertz (page 27) (emphasis in the original) discloses that “[y]ou can also update your Hertz #1 Gold profile online.” See, also, Hertz (page 35) (“select Profile Updates”).

This makes clear that the only three possibilities in Hertz are to: (1) update your Hertz #1 Gold profile online and then make a reservation (clearly, this modifies the master rental agreement); (2) make a reservation using all of the information (including the credit card number) contained in the profile (clearly, this does not allow modification of information from a master rental agreement); and (3) make a reservation using some of the information contained in the profile and modify the profile (clearly, this modifies the master rental agreement).

There is no teaching or suggestion in Hertz of the refined recital of entering at least some of rental-related information from a master rental agreement and allowing modification of such information from such master rental agreement for rental of an item or service *without modifying such master rental agreement* in combination with the refined recital of Claim 1. The Examiner makes no citation to Hertz in this regard and provides no support for the Examiner’s conclusion of inherency. Furthermore, the Examiner has the burden of proof by a preponderance of the evidence. Applicants’ position is at least as

plausible, if not more plausible, than that of the Examiner's position. Furthermore, it is submitted that Avis adds nothing to Hertz in this regard.

Therefore, for the above reasons, Claim 4 further patentably distinguishes over the references.

Claims 17-19 depend directly or indirectly from Claim 16 and include all of the limitations of Claims 1, 15, 16 and any intervening claim.

In connection with these claims, the Examiner refers to pages 24 and 25 of Hertz, which respectively disclose the United States Fleet of Hertz and an economy class car thereof. Those web pages have nothing to do with completing a rental agreement online; entering reservation-related information and rental-related information for an item or service; providing a reservation for such item or service based at least in part upon such reservation-related information; creating and displaying a rental proposal based upon such reservation and such rental-related information; accepting such rental proposal online; and displaying a rental agreement based upon such accepted rental proposal.

It is submitted that the references do not teach or suggest the refined recitals of selecting a capacity of the vehicle in the recited reservation-related information (Claim 17), employing at least one of luggage capacity and passenger capacity as the recited capacity of the vehicle (Claim 18), and displaying at least one of an image of the recited vehicle, a class of the recited vehicle, and a rental price for the recited vehicle prior to the step of selecting a capacity of the vehicle (Claim 19) in combination with the recitals of Claims 1, 15 and 16. See, for example, the reservation process of Hertz (pages 17-21 and 62-69). Avis adds nothing to Hertz in this regard. Hence, it is submitted that Claims 17-19 further patentably distinguish over the references.

Claim 24 depends from Claim 1 and includes all of the limitations thereof. Furthermore, Claim 24 recites displaying a ***rental*** confirmation in the ***rental agreement***. The Examiner states that Hertz does not disclose displaying a rental confirmation in a rental agreement. Avis (page 10) discloses a reservation confirmation. Since the references do not teach or suggest the recited displaying a rental agreement based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claims 32 and 36 depend from Claim 1 and include all of the limitations thereof.

Furthermore, Claim 32 recites displaying rental terms and conditions in the ***rental*** proposal that is accepted online. Hertz (page 67) discloses an unconfirmed

reservation. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further distinguish over the references.

Furthermore, Claim 36 recites modifying the recited ***rental agreement***. Hertz (page 17) discloses that a reservation can be modified or cancelled online; Hertz (page 11) discusses gasoline. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited ***rental agreement*** based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 38 is an independent claim which recites, *inter alia*, a method for completing a rental agreement between a client system and a server system comprising: under control of the client system, entering first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service, the entering step entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement, sending the first information and the second information to the server system, receiving from the server system a rental proposal based upon the first information and the second information, displaying the rental proposal, and accepting the rental proposal online to complete the rental agreement; and under control of the server system, receiving the first information and the second information from the client system, providing a reservation based at least in part upon the first information, generating the rental proposal based upon the reservation and the second information, and sending the rental proposal to the client system.

Hertz teaches or suggests making a reservation online. However, Hertz does not teach or suggest under control of a client system, sending first information and second information to a server system, receiving from such server system a rental proposal based upon such first information and such second information, displaying such rental proposal, and accepting such ***rental proposal online to complete a rental agreement***.

As was discussed in greater detail, above, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur ***online***. Hertz (pages 67-69) discloses an unconfirmed reservation and a reservation confirmation.

It is submitted that Avis, which discloses (pages 2-5, 8 and 9) an online reservation and (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 38. Avis discloses a reservation confirmation rather than accepting a *rental* proposal *online* to *complete a rental agreement*. Avis merely teaches an online reservation confirmation and, later, while *not online*, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from accepting a *rental* proposal online to *complete a rental agreement*. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Therefore, for the above reasons, it is submitted that Claim 38 patentably distinguishes over the references.

Claims 39-42 depend directly or indirectly from Claim 38 and patentably distinguish over the references for the same reasons.

Claim 42 is not separately asserted to be patentable except in combination with Claim 38 from which it depends.

Furthermore, Claim 39 recites including terms and conditions in the rental proposal; displaying an object; selecting the displayed object to accept the terms and conditions; and including the terms and conditions in the *rental agreement*. Hertz (pages 67-69) discloses an unconfirmed reservation and a reservation confirmation. The Examiner states that Hertz does not teach or suggest including terms and conditions in a rental agreement. It is submitted that Avis adds nothing to Hertz in this regard.

The Examiner states that Avis discloses “terms and conditions in the rental agreement [page 10, 11]”. Actually, Avis (pages 10 and 11), which shows a reservation confirmation, adds nothing to Hertz regarding any terms and conditions in a *rental agreement* within the context of the claims.

Since the references do not teach or suggest the recited rental proposal, which is accepted online to complete the rental agreement, of Claim 38, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 40 recites generating the *rental agreement* at the server system based upon the accepted rental proposal. The Examiner states that Hertz does not disclose this recital. Avis (page 12) discloses reviewing a reservation by keeping or canceling it. Avis does not teach or suggest any *rental agreement* within the context of the claims and adds nothing to Hertz in this regard.

The Examiner states that it would have been obvious to modify Hertz as taught by Avis to “include the contents of the proposal in its entirety and create a binding agreement.” Again, Avis (page 12) discloses reviewing a reservation by keeping (Keep It!) or canceling (Cancel It!) it. There is no teaching or suggestion of any binding ***rental agreement*** (*i.e.*, rental contract) within the context of the claims as was asserted by the Examiner.

Since the references do not teach or suggest any rental agreement within the context of the claims, much less the refined recital of generating a rental agreement at a server system based upon an accepted rental proposal, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 41 recites sending the ***rental agreement*** from the server system to the client system; and displaying the ***rental agreement*** at the client system. The Examiner states that Hertz does not teach displaying a rental agreement.

As was discussed above, Avis (page 12) discloses reviewing a reservation by keeping or canceling it. Avis does not teach or suggest any ***rental agreement*** within the context of the claims and adds nothing to Hertz in this regard.

The Examiner states that it would have been obvious to modify Hertz as taught by Avis to “provide confirmation message to customer (generated at Hertz server) [and] allow customer to verify information (review agreement displayed on client system)”. Again, Avis (page 12) discloses reviewing a reservation by keeping (Keep It!) or canceling (Cancel It!) it. There is no teaching or suggestion of any review of a ***rental agreement*** displayed on a client system within the context of the claims as was asserted by the Examiner.

Since the references do not teach or suggest the recited rental agreement of Claim 38, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 43 is an independent claim which recites, *inter alia*, a client system for completing a rental agreement with a server system, the client system comprising: an entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service by entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; a processor component cooperating with the entry

component; a communication component, responsive to the processor component, sending the first and second information to the server system, and receiving from the server system a rental proposal responsive to the sent first and second information; and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server system, in order to complete the rental agreement online.

Hertz does not teach or suggest the refined recital of a client system entry component entering second information pertaining to rental of an item or service; a processor component cooperating with such entry component; a communication component, responsive to such processor component, sending first and such second information to a server system, and receiving from such server system a rental proposal responsive to such sent first and second information; and a display component displaying such rental proposal, such entry component and such processor component cooperating to initiate acceptance of such rental proposal, and such communication component, responsive to such acceptance, sending such acceptance to such server system, in order to complete such rental agreement online.

Hertz teaches or suggests making a reservation online. However, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur *online*.

It is submitted that Avis, which discloses (pages 2-5, 8 and 9) an online reservation and (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 43. Avis discloses a reservation confirmation rather than an entry component and a processor component cooperating to initiate acceptance of a *rental* proposal, and a communication component, responsive to such acceptance, sending such acceptance to a server system, in order to *complete a rental agreement online*. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from an entry component and a processor component cooperating to initiate acceptance of a *rental* proposal, and a communication component, responsive to such acceptance, sending such acceptance to a server system, in order to *complete a rental agreement online*. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Accordingly, for the above reasons, it is submitted that Claim 43 patentably distinguishes over the references.

Claims 44-48 depend directly or indirectly from Claim 43 and patentably distinguish over the references for the same reasons.

Claims 44-48 are not separately asserted to be patentable except in combination with Claim 43 from which they directly or indirectly depend.

Claim 49 is an independent claim which recites, *inter alia*, a server system for completing a rental agreement with a client system, the server system comprising: a data storage component storing information for a plurality of items or services; a communication and processing component receiving first information pertaining to a reservation of an item or service from the client system, and receiving second information pertaining to a rental of the item or service from the client system; a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information; and a rental component generating a rental proposal based upon the reservation and the received second information, sending the rental proposal to the client system, and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online, the rental component receiving: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement.

Hertz teaches or suggests making a reservation online. However, Hertz does not teach or suggest completing any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (pages 2-5, 8 and 9) an online reservation and (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 49. Avis discloses a reservation confirmation rather than sending a rental proposal to a client system, and receiving an acceptance of such **rental** proposal from such client system, in order to **complete a rental agreement online**. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from sending a **rental** proposal to a client system,

and receiving an acceptance of such **rental** proposal from such client system, in order to **complete a rental agreement online**. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Accordingly, for the above reasons, it is submitted that Claim 49 patentably distinguishes over the references.

Claims 50-52 depend directly or indirectly from Claim 49 and patentably distinguish over the references for the same reasons.

Claims 50-52 are not separately asserted to be patentable except in combination with Claim 49 from which they directly or indirectly depend.

Claim 53 is an independent claim which recites, *inter alia*, a method for completing a rental agreement with a server system using a client system comprising: entering first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service, the entering step entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; sending the first and second information to the server system; receiving from the server system a rental proposal responsive to the sent first and second information; displaying the rental proposal; accepting the rental proposal; and sending the acceptance to the server system, in order to complete the rental agreement online.

Hertz teaches and suggests making a reservation online. However, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (pages 2-5, 8 and 9) an online reservation and (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 53. Avis discloses a reservation confirmation rather than displaying a **rental** proposal, accepting such **rental** proposal, and sending such acceptance to a server system, in order to **complete a rental agreement online**. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away sending an acceptance to a server system, in order to

complete a rental agreement online. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Therefore, for the above reasons, it is submitted that Claim 53 patentably distinguishes over the references.

Claim 54 is an independent claim which recites, *inter alia*, a method for completing a rental agreement with a client system using a server system comprising: storing information for a plurality of items or services; receiving from the client system first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service; retrieving the stored information for the items or services; providing a reservation based at least in part upon the first information and the retrieved stored information; generating a rental proposal based upon the reservation and the received second information, the generating step generating the rental proposal: (a) without employing a master rental agreement, or (b) employing at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; sending the rental proposal to the client system; and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online.

Hertz teaches or suggests making a reservation online. However, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (pages 2-5, 8 and 9) an online reservation and (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 54. Avis discloses a reservation confirmation rather than sending a ***rental*** proposal to a client system, and receiving an acceptance of such ***rental*** proposal from such client system, in order to ***complete*** such ***rental agreement online***. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from sending a ***rental*** proposal to a client system, and receiving an acceptance of such ***rental*** proposal from such client system, in order to ***complete*** such ***rental agreement online***. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Hence, for the above reasons, it is submitted that Claim 54 patentably distinguishes over the references.

Claim 55 is an independent claim which recites, *inter alia*, a system for completing a rental agreement comprising: a client sub-system comprising: an entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service, the entry component entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement, a processor component cooperating with the entry component, a communication component, responsive to the processor component, sending the first and second information to a server sub-system, and receiving from the server sub-system a rental proposal responsive to the sent first and second information, and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server sub-system; the server sub-system comprising: a data storage component storing information for a plurality of items or services, a communication component receiving the first and second information from the client sub-system, a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information, a rental component generating a rental proposal based upon the reservation and the received second information, and a processor component cooperating with the communication component, the reservation component and the rental component to provide the reservation, to send the rental proposal to the client sub-system and to receive an acceptance of the rental proposal from the client sub-system, in order to complete the rental agreement online; and a communication sub-system communicating between the communication component of the client sub-system and the communication component of the server sub-system.

Hertz (page 17) teaches or suggests making a reservation online. However, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (pages 2-5, 8 and 9) an online reservation and (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 55. Avis discloses a reservation confirmation rather than sending a *rental* proposal to a client sub-system and receiving an acceptance of such *rental* proposal from such client sub-system, in order to *complete a rental agreement online*. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from sending a *rental* proposal to a client sub-system and receiving an acceptance of such *rental* proposal from such client sub-system, in order to *complete a rental agreement online*. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Accordingly, for the above reasons, it is submitted that Claim 55 patentably distinguishes over the references.

Claims 56-60 and 62-64 depend directly or indirectly from Claim 55 and patentably distinguish over the references for the same reasons.

Claims 56-60 and 62-64 are not separately asserted to be patentable except in combination with Claim 55 from which they directly or indirectly depend.

The Examiner rejects Claims 6-9 as being unpatentable over Hertz in view of Avis and further in view of U.S. Patent No. 6,519,576 (Freeman).

Freeman discloses (col. 5, ll. 20-29) a system for predicting a transaction a customer may wish to make. In, for example, an Internet banking system, when the customer clicks to bring up an "inter-account transfer" panel, the system may recognize that usually, with a given balance in their savings and checking accounts, and at this time of the month, at this point in the financial year, the customer will want to transfer a given amount to their checking account. For credit card payments, the sub-system is trying to anticipate the credit card repayment amount which a customer will make, so the system can pre-fill the repayment amount for the customer. The bank has historical data for each customer relating to earlier credit card payments. For each payment, the bank knows the month (1-12), the checking account balance, the credit card balance at date of repayment, and the amount of payment made by the customer. Based on the domain expert's understanding of credit card repayments, the expert adds a fifth attribute which may be useful in determining likely repayment: the ratio of the credit card payment to the credit card balance. The minimum payment required by the bank on an outstanding balance is 10% of the balance, a ratio of 0.1; the likely maximum ratio for a customer is 1.0 (ignoring over-payment of a balance). The

domain expert also decides to give both target attributes (absolute amount and ratio) an equal initial weighting.

Freeman, which discloses banking and credit card transactions, adds nothing to Hertz and Avis to render Claim 1 unpatentable.

Furthermore, Claim 6 recites maintaining a history of rental information for prior rentals by a user; entering information from an identification of a user; and entering at least some of the rental-related information from the history based upon the information from an identification of a user without employing a master rental agreement.

The Examiner states that Hertz and Avis do not disclose maintaining a history of rental information for prior rentals by a user; and entering at least some of the rental-related information from such history based upon information from an identification of a user without employing a master rental agreement.

There is no teaching or suggestion in Freeman of maintaining a *history* of *rental* information for *prior rentals* by a user; entering information from an identification of a user; and entering at least some of rental-related information from such *history* based upon such information from an identification of a user without employing a master rental agreement. Hence, Claim 6 further patentably distinguishes over the references.

Claim 7 depends from Claim 6 and includes all of the limitations of Claims 1 and 6 including accepting a rental proposal online. Furthermore, Claim 7 recites employing a driver's license as the recited identification. Hertz (page 9) discloses that a driver's license must be physically presented "at the time of rental". Avis and Freeman add nothing to Hertz in this regard. Since, the references do not teach or suggest the limitations of Claims 1 and 6, they clearly do not teach or suggest this additional limitation which further distinguishes over the references.

Claim 8 depends from Claim 6 and includes all of the limitations of Claims 1 and 6. Claim 6 recites, for example, maintaining a history of rental information for prior rentals by a user. Furthermore, Claim 8 recites provisionally entering at least some of the rental-related information from such history. The Examiner states that Hertz and Avis do not disclose provisionally entering some of rental-related information from a history.

Freeman discloses (col. 5, ll. 20-29) that a sub-system is trying to anticipate a credit card repayment amount which a customer will make, so the system can pre-fill the repayment amount for the customer. There is no teaching or suggestion in Freeman of any *history* of *rental* information for *prior rentals* by a user.

Accordingly, for the above reasons, it is submitted that Claim 8 further patentably distinguishes over the references.

Claim 9 depends from Claim 8 and includes all of the limitations of Claims 1, 6 and 8. Furthermore, Claim 9 recites modifying at least some of the provisionally entered at least some of the rental-related information from the *history*.

The Examiner states that the three cited references do not teach modifying at least some of provisionally entered at least some of rental-related information from a history. Here, the Examiner refers to Hertz and states "if you are Hertz #1 Club member you can use some or all of the information including the credit card number, i.e., customers can override the information) [page 17]".

It is respectfully submitted that the Examiner employs hindsight to make this rejection, which is clearly improper. There is no teaching or suggestion that the profile of Hertz teaches or suggests any *history* of *rental* information for *prior rentals* by a user. In other words, a credit card or other information in a Hertz #1 Club profile does not teach or suggest any history of rental information for prior rentals by a user, much less, any *modifying* at least some of provisionally entered at least some of rental-related information from such *history*.

For the same reasons as were discussed above in connection with Claim 8, Hertz does not teach or suggest the recited history and, thus, clearly does not teach or suggest these additional limitations.

Avis and Freeman add nothing to Hertz in this regard. Therefore, for the above reasons, it is submitted that Claim 9 further patentably distinguishes over the references.

The Examiner rejects Claims 10 and 61 as being unpatentable over Hertz in view of Avis and further in view of an article (Reference W of former form PTO-892) (kioskcom.com).

The reference kioskcom.com discloses that a "DOLLAR® TRAVEL CENTER" is an interactive kiosk providing helpful travel information for its customers at various airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk.

This reference kioskcom.com, which discloses airport kiosks to make air, hotel and car rental reservations, adds nothing to Hertz and Avis to render Claims 1 and/or 55 unpatentable.

Claim 10 depends from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 10 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 61 depends indirectly from Claim 55 and patentably distinguishes over the references for the same reasons.

Claim 61 is not separately asserted to be patentable except in combination with Claims 55 and 60 from which it depends.

The Examiner rejects Claims 33-35 as being unpatentable over Hertz in view of Avis and further in view of “TravelWeb Takes Flight” (TravelWeb).

TravelWeb discloses that users can make airline reservations online, process the reservation and provide a confirmation while the user is still online. TravelWeb then follows up within minutes with an email.

This reference TravelWeb, which discloses making airline reservations online, adds nothing to Hertz and Avis to render Claim 1 unpatentable.

Claim 33 depends from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 33 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 34 depends directly from Claim 33 and indirectly from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 34 is not separately asserted to be patentable except in combination with Claims 1 and 33 from which it directly or indirectly depends.

Claim 35 depends from Claim 34 and patentably distinguishes over the references for the same reasons.

Furthermore, Claim 35 recites linking from the e-mail message to a web page to complete the rental agreement. The Examiner states that Hertz, Avis and TravelWeb do not disclose linking from an e-mail message to a web page to complete a rental agreement. The Examiner states that Markbaur “teaches access to information at remote location after receiving of e-mail message with a link to information.”

Although not expressly stated by the Examiner, it would appear that the Examiner rejects Claim 35 in view of Hertz, Avis, TravelWeb and Markbaul.

The undersigned attempted to access the web site from Markbaul at <http://home.earthlink.net/~markbau/>, but this could not be found. It is submitted that this web site might have shown pictures of trains. Clearly, Markbaul does not teach or suggest and adds nothing to Hertz, Avis and TravelWeb regarding the refined recital of linking from an e-mail message to a web page to *complete a rental agreement*. The Examiner states that Markbaul discloses “access to information at remote location after receiving of e-mail message to minimize user typing the URL to access the information, to expedite user getting access to the information.” It is submitted that access to information, such as access to pictures of trains, and minimizing typing does not teach or suggest the refined recital of linking from an e-mail message to a web page to *complete a rental agreement*. Accordingly, Claim 35 further patentably distinguishes over the references.

The Examiner rejects Claim 65 as being unpatentable over Hertz in view of Avis and further in view of “Install Firewall Hardware and Software hereinafter known as CERT” (CERT).

CERT discloses a firewall system including the installation and configuration of an operating system that will execute firewall software followed by installation and configuration of firewall software.

This reference CERT, which discloses a firewall system, adds nothing to Hertz and Avis to render Claim 55 unpatentable.

Claim 65 depends from Claim 55 and patentably distinguishes over the references for the same reasons.

The Examiner rejects Claims 66-73 as being unpatentable over Hertz in view of Avis and further in view of “Taking Up Express” (Robinson).

Robinson discloses that some locations have an ATM machine at a staffed rental counter. At the counter, the customer inserts an Express Plus card or a credit card and it prints out a contract on the rental agent’s side. The agent hands over the contract and checks for a driver’s license. In Florida, state laws require that a rental contract be signed at the counter, so unattended ATM-type machines are not be available.

Claim 66 is an independent claim which recites, *inter alia*, a method for completing a rental agreement online and obtaining an item or service for rental comprising: entering reservation-related information and rental-related information for the item or service, the entering step entering: (a) the rental-related information without employing a master

rental agreement, or (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; accepting the rental proposal online; displaying the rental agreement based upon the accepted rental proposal; and going to a rental counter before obtaining the item or service for rental.

Hertz (page 17) teaches or suggests making a reservation online. However, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (pages 2-5, 8 and 9) an online reservation and (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 66. Avis discloses a reservation confirmation rather than displaying a **rental agreement** based upon an **online** accepted rental proposal. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from display of a **rental agreement** based upon an **online** accepted rental proposal. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Therefore, for the above reasons, it is submitted that Claim 66 patentably distinguishes over the references.

Claims 67-73 depend directly or indirectly from Claim 66 and patentably distinguish over the references for the same reasons.

Claims 68-73 are not separately asserted to be patentable except in combination with Claim 66 from which they directly or indirectly depend.

Furthermore, Claim 67 recites displaying the rental proposal at a client system; and accepting the rental proposal at the client system to complete the rental agreement. Hertz (pages 67-69) discloses an unconfirmed reservation and a reservation confirmation. Avis adds nothing to Hertz in this regard. These references do not teach or suggest the refined recital of accepting a **rental** proposal at a client system to **complete a rental agreement**. Accordingly, Claim 67 further patentably distinguishes over the references.

Summary and Conclusion

The Examiner states that Applicants are required to consider the references fully when responding to the Office Action. It is submitted that the above remarks have fully considered the references.

The Examiner made "Information on Agreement from Black's Law Dictionary" of record. That citation has been discussed above in connection with Applicants' Response to the Examiner's Response to Arguments section of this Amendment.

The prior art made of record and not relied upon but considered pertinent to Applicants' disclosure has been reviewed.

In summary, it is submitted that Claims 1-21 and 24-73 are allowable over the references of record.

Reconsideration and early allowance are respectfully requested.

Respectfully submitted,



Kirk D. Houser
Registration No. 37,357
Attorney for Applicants

(412) 566-6083